

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

Of

MARTIN FLINDERS ELECTRICAL LTD

Incorporated: 17 September 2003

COMPANY NUMBER: 04901577

(Adopted by Special Resolution on *1<sup>st</sup> December* 2020)

**STREETSLAW**  
— SOLICITORS —



**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

**-of-**

**MARTIN FLINDERS ELECTRICAL LTD**

**1. Preliminary**

The model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles (such articles being hereinafter called **Model Articles**) shall apply to the Company in so far as they are excluded or varied by these Articles and the Model Articles (save as so excluded or varied) and these Articles shall be the regulations of the Company.

**2. Interpretation**

2.1 Unless the context otherwise requires, in these Articles the following expressions have the following meanings:-

<b>A Ordinary Shares</b>	the A Ordinary Shares of £1.00 each, having the rights and subject to the restrictions set out in Article 14;
<b>Accountants</b>	the accountants of the Company for the time being;
<b>Act</b>	the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
<b>Articles</b>	the Company's articles of association for the time being in force;
<b>B Ordinary Shares</b>	the B Ordinary Shares of £1.00 each, having the rights and subject to the restrictions set out in Article 14;
<b>Business Day</b>	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
<b>Directors</b>	the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company;

<b>Fair Market Value</b>	means the fair market value of the relevant Shares as determined by the Accountants, assuming a sale of the Shares on an arms' length basis between a willing buyer and a willing seller. No discount should be attributable to minority shareholdings.
<b>Group</b>	the Company and any of its subsidiaries (and reference to <b>Group Company</b> shall be construed accordingly);
<b>Ordinary Shares</b>	the Ordinary Shares of £1.00 each, having the rights and subject to the restrictions set out in Article 14.
<b>Relevant Officer</b>	any director or other officer or former director or other officer of the Company or another company in the Group, but excluding in each case any person engaged by the Company (or associated Group company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor and excluding any manager who is not also a director or secretary of the Company or company in the Group;
<b>Relevant Securities</b>	any Shares or other securities convertible into, or carrying the right to subscribe for Shares, issued by the Company after the date of adoption of these Articles;
<b>Share(s)</b>	share(s) of any class in the issued share capital of the Company;
<b>Shareholders</b>	the holders of any Shares for the time being;
<b>United Kingdom</b>	Great Britain and Northern Ireland.

2.2 Save as otherwise specifically provided for in these Articles, where words or expressions in these Articles have particular meanings in the Model Articles they shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions contained in these Articles bear the same meaning as in the Act as in force when these Articles become binding on the Company.

2.3 Articles 6.2, 9(1), 12, 13, 14, 16, 17(2), 27 to 29 (inclusive), 39, 43, 44(2), 52 and 53 of the Model Articles shall not apply to the Company.

## **DIRECTORS**

### **3. Calling a Director's meeting**

- 3.1 Any Director may call a Directors meeting by giving not less than 5 (five) Business Days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the company secretary (if any) to give such notice.

#### **4. Quorum for Director's meetings**

- 4.1 In the absence of the Directors fixing the quorum necessary for the transaction of the business of the Directors generally, the quorum shall be any three (3) Directors and article 11(2) of the Model Articles shall be modified accordingly.
- 4.2 For the purposes of any Director's meeting (or part of a meeting) held to authorise a Director's conflict, if there is only one Director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one.
- 4.3 Whenever the minimum number of Directors shall be one pursuant to the provisions of article 9, a sole Director shall have authority to exercise all the powers and discretions which are expressed by the Model Articles and by these Articles to be vested in the Directors generally an article 11(3) of the Model Articles shall be modified accordingly.

#### **5. Chairing of Director's and general meetings**

- 5.1 The chairman of the Company, who shall be a Director, shall be elected to and removed from office by an ordinary resolution of the Company in general meeting. The chairman shall act as chairman of both board meetings and general meetings of the Company. Any meeting of the Directors shall not be quorate if the chairman is not present.

#### **6. Casting Vote**

- 6.1 In the case of an equality of votes at a meeting of the Directors, the chairman shall have a second or casting vote.

#### **7. Conflicts of Interest**

- 7.1 Subject to sections 177(5), 177(6), 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in any existing or proposed transaction or arrangement with the Company:
- 7.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

- 7.1.2 shall be an eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;
- 7.1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision in respect of such contract or proposed contract in which he is interested;
- 7.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 7.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 7.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

#### **8. Records of decisions to be kept**

- 8.1 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

#### **9. Number of Directors**

- 9.1 Unless otherwise determined by ordinary resolution, the number of Directors shall not be subject to any maximum but shall not be less than one.

#### **10. Methods of appointing Directors**

- 10.1 Shareholder(s) holding a majority of the voting rights in the Company (within the meaning of section 1159(3) and Schedule 6 of the Act) shall have power at any time, and from time to time, to appoint any person to be a Director, either as an additional Director (provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with Article 9 as the maximum number of Directors for the time being in force) or to fill a vacancy and to remove from office any Director howsoever appointed. Any such appointment or removal shall be made by notice in writing to the Company signed by the Shareholder(s) making the same or, in the case of a Shareholder being a corporate body, signed by one of its Directors or duly authorised officers or by its

duly authorised attorney and shall take effect upon lodgement of such notice at the office.

10.2 In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a natural person (including but not limited to any of the personal representatives) to be a Director.

10.3 In any case where the Company has no Director able to fulfil their role as director as a result of incapacity, the authorised representatives (including but not limited to an attorney or a deputy) of any such Director have the right, by notice in writing, to appoint a natural person (including but not limited to the attorney or deputy) to be a Director.

#### **11. Termination of Director's appointment**

11.1 The Model Articles shall be amended by the insertion of the following additional sub-article (g) at the end of article 18:-

“(g) he is removed from office as a Director pursuant to article 10.1”

#### **12. Directors' expenses**

12.1 Article 20 of the Model Articles shall be amended by the insertion of the words "and the secretary (if any)" before the words "properly incur".

12.2 The Directors may provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present Directors or employees (or their dependants) of the Company or any Subsidiary or associated undertaking (as defined in the Act) of the Company and the Directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers. Article 19(3) of the Model Articles shall be modified accordingly.

#### **13. Secretary**

13.1 The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

### **SHARES**

#### **14. Share Capital**

##### **Ordinary Shares**

**14.1** Each Ordinary Share shall have the following rights subject to the following restrictions:-

- 14.1.1** they shall entitle the holders thereof to receive notice of or to be present or to vote either in person or by proxy at any general meeting of the Company or on any written resolution of the members of the Company by virtue of their holding;
- 14.1.2** they shall entitle the holders thereof to receipt of a dividend as and when one is declared in respect of the Ordinary Shares; and
- 14.1.3** they shall entitle the holders thereof, whether on a winding up, liquidation or sale of the Company or other repayment of capital, to have the assets of the Company available for distribution amongst the Shareholders applied pro rata as nearly as possible to their respective holdings of Shares.

**A Ordinary Shares**

**14.2** Each A Ordinary Share shall have the following rights subject to the following restrictions:-

- 14.2.1** they shall entitle the holders thereof to receive notice of or to be present or to vote either in person or by proxy at any general meeting of the Company or on any written resolution of the members of the Company by virtue of their holding;
- 14.2.2** they shall entitle the holders thereof to receipt of a dividend as and when one is declared in respect of the A Ordinary Shares; and
- 14.2.3** they shall entitle the holders thereof, whether on a winding up, liquidation or sale of the Company or other repayment of capital, to have the assets of the Company available for distribution amongst the Shareholders applied pro rata as nearly as possible to their respective holdings of Shares.

**B Ordinary Shares**

**14.3** Each B Ordinary Share shall have the following rights subject to the following restrictions:-

- 14.3.1** they shall entitle the holders thereof to receive notice of or to be present or to vote either in person or by proxy at any general meeting of the Company or on any written resolution of the members of the Company by virtue of their holding;
- 14.3.2** they shall entitle the holders thereof to receipt of a dividend as and when one is declared in respect of the B Ordinary Shares; and

14.3.3 they shall entitle the holders thereof, whether on a winding up, liquidation or sale of the Company or other repayment of capital, to have the assets of the Company available for distribution amongst the Shareholders applied pro rata as nearly as possible to their respective holdings of Shares.

14.4 Subject to the A Ordinary Shares and B Ordinary Shares which the Director's may issue at any time to any new holders without firstly offering those Shares to the existing holders of A Ordinary Shares or B Ordinary Shares, no class of any Shares nor any right to subscribe for or convert any security into a Share of any class shall be allotted or granted otherwise than to the holder of Shares of that same class.

14.5 No Share shall be issued at a discount or otherwise be issued in breach of the provisions of these Articles or the Act.

14.6 The Directors may pay a dividend on one or more classes of Shares, but the fact that the Directors decide to pay a dividend on one class does not mean that they must declare a dividend on all classes of Shares.

14.7 Subject to the remaining provisions of this Article 14, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to:

14.7.1 offer or allot;

14.7.2 grant rights to subscribe for or to convert any security into; and

14.7.3 otherwise deal in or dispose of,

any class of Shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for Shares) to any person, at any time and subject to any terms and conditions as the Directors think proper.

14.8 The foregoing authority:

14.8.1 shall be limited to a maximum nominal amount of £1,000 Ordinary Shares of £1.00 each, £1,000 A Ordinary Shares of £1.00 each and £1,000 B Ordinary Shares of £1.00 each;

14.8.2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and

14.8.3 may only be exercised for a period of 5 (five) years from the date of adoption of these Articles save that, subject to these Articles, the Directors may make an offer or agreement which would, or might, require any shares to be allotted after the expiry of such authority (and the Directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

14.9 **Issue of Shares**



- 14.9.1 Subject at all times to Article 14.4, any Relevant Securities which the Directors propose to issue after the date of adoption of these Articles shall first be offered to the Shareholders as nearly as may be to the number of existing Relevant Securities of that particular class held by them.
- 14.9.2 The offer shall be made by notice specifying the number of Relevant Securities offered and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those Relevant Securities so deemed to be declined shall be offered in the proportions aforesaid to the persons who have, within the same period, accepted all of the Relevant Securities offered to them. Such further offer shall be made on like terms in the same manner and limited by a like period as the original offer.
- 14.9.3 Any Relevant Securities not accepted pursuant to such offer or further offer or not capable of being offered as aforesaid shall be under the control of the directors who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit provided that, in the case of Relevant Securities not accepted as aforesaid, such Relevant Securities shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Shareholders.
- 14.10 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.
- 14.10 No reduction of the share capital of the Company, purchase or redemption by the Company of its own shares or other alteration in the share capital of the Company (including without limitation, the issue of any redeemable shares) shall be effective except with the sanction of a special resolution of the Shareholders.

## **15. TRANSFER OF SHARES**

### **Pre-emption rights on the transfer of shares**

- 15.1 Subject to the provisions of Articles 15.3 to 15.4 (inclusive) no transfer of any Shares or any interest in any Shares shall be made unless the following provisions are complied with in respect of the transfer:-
- 15.1.1 Any Shareholder holding Ordinary Shares who wishes to transfer all or any of their Shares or any interest in Shares (the **Sale Shares**) shall give written notice (the **Transfer Notice**) to all of the other holders of the same class of Shares as the Sale Shares (the **Potential Purchaser(s)**). A Transfer Notice may only be given in respect of a Shareholder's entire Shareholding in the Company;

15.1.2 A Transfer Notice shall specify the price per Sale Share which the Seller wished to transfer the Sale Shares;

15.1.3 If at the time the Transfer Notice is given there are more than two Potential Purchaser(s), a separate Transfer Notice shall be given to each of the Purchasers and the Sale Shares shall be offered to the Purchasers at the same price per Share and in the proportions in which they hold Shares of the same class as the Sale Shares in the Company.

15.1.4 If any Purchaser is unable or unwilling to exercise the option to purchase the Sale Shares offered to him in the Transfer Notice then such Sale Shares shall be offered to the remaining Purchasers in the same proportions (as between themselves) as they were offered the other Sale Shares.

15.1.5 Within 30 days of receipt of the Transfer Notice, each of the Purchasers shall have the option (exercisable by written notice to the Sellers) of either:-

15.1.5.1 purchasing the Sale Shares at the price states in the Transfer Notice; or

15.1.5.2 purchasing the Shares at their Fair Market Value.

15.1.6 In default of the Shareholders of the Company exercising either of the options in Article 15.1.5 in respect of all of the Sale Shares, then the Transfer Notice shall be deemed to have been withdrawn and the Seller shall be entitled to retain the Sale Shares.

15.2 Subject to articles 15.3 to 15.4, a Shareholder holding A Ordinary Shares or B Ordinary Shares shall not transfer any legal or beneficial interest in any A Ordinary Share or B Ordinary Share unless he or she has received prior written consent from all Shareholders holding Ordinary Shares.

### 15.3 DRAG ALONG

15.3.1 In these Articles a **Qualifying Offer** shall mean an offer in writing by or on behalf of any person (**Offeror**) to the holders of the entire issued share capital of the Company to acquire all of the share capital of the Company.

15.3.2 If the holders of 90% of the Ordinary Shares then in issue (**Accepting Shareholders**) wish to accept the Qualifying Offer, then the provisions of Articles 15.3.3 to 15.3.5 (inclusive) shall apply.

15.3.3 The Accepting Shareholders shall give written notice to the remaining holders of Shares (**Other Shareholders**) of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his or their or its nominee) with full title guarantee on the

date specified by the Accepting Shareholders on terms equivalent to those upon which the Accepting Shareholders are transferring their Shares.

15.3.4 If any Other Shareholders shall not, within 5 (five) Business Days of being required to do so, execute and deliver transfers in respect of the Shares held by them and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to authorise and instruct such person as he thinks fit to execute the necessary transfer(s), indemnities and agreement containing terms equivalent to those upon which the Accepting Shareholders are transferring their Shares on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Other Shareholders) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities and agreement to the Offeror (or his or their or its nominee) and register such Offeror (or his or their or its nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.

15.3.5 Upon any person, following the issue of a notice pursuant to Article 15.3.3, becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company (**New Shareholder**), a notice shall be deemed to have been served upon the New Shareholder on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such Shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Shareholder save that completion of the sale of such shares takes place forthwith upon the notice being deemed served on the New Shareholder.

#### **15.4 Registration of share transfers**

15.4.1 Save as provided in Article 15.4.2, the Directors may in their absolute discretion and without assigning any reason therefore, decline to register the transfer of a Share, whether or not it is a fully paid Share.

15.4.2 The Directors shall be obliged to register any duly stamped transfer of Shares where the transfer is in accordance with the provisions contained in Articles 15.1 to 15.4 (inclusive).

### **DECISION MAKING BY SHAREHOLDERS**

#### **16. General Meetings - Quorum**

16.1 Persons holding together at least 51% of the Ordinary Shares in the issued share capital of the Company from time to time and who are entitled to vote upon the business to be transacted, being a Shareholder or Shareholders or a proxy for a Shareholder or Shareholders, or a duly authorised representative of a corporate shareholder, shall be a quorum.

- 16.2 If a quorum is not present within half an hour from the time appointed or a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor the Shareholder(s) present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. Article 41(1) of the Model Articles shall not apply to the Company and articles 41(4) to 41(6) of the Model Articles shall be modified accordingly.

#### **WRITTEN RESOLUTIONS**

- 16.3 A proposed written resolution shall lapse if it is not passed by the required majority of eligible Shareholders before the end of 21 days beginning with the date on which copies of it are sent or submitted to Shareholders in accordance with the Act (or if copies are sent or submitted to Shareholders on different days, the first of those days), and the agreement of a Shareholder to a written resolution is ineffective if signified after the expiry of that period.

#### **POLL VOTES**

- 16.4 A poll vote may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 16.5 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

#### **PROXIES**

- 16.6 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 16.7 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

#### **ADMINISTRATIVE ARRANGEMENTS**

17. **Notices**

17.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

17.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

17.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address; and

17.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied.

For the purposes of this article 17, no account shall be taken of any day or part of a day that is not a Business Day.

17.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

## 18. **DIRECTORS' INDEMNITY**

18.1 Subject to Article 18.2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

18.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

18.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 18.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

18.2 This article 18 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

18.3 In this article 18 and in article 19, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

**19. INSURANCE**

19.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.